

INTERNATIONAL CRUISE SHOPS, LTD. (Caymans)

02 May 2005

COVER PAGE - EMPLOYMENT AGREEMENT (Version 9.2)

Dear Miss Iris Kassim

This cover page and Employment Agreement confirms your employment with International Cruise Shops, on the following terms:

ANTICIPATED START OF EMPLOYMENT:	16 May 2005
ANTICIPATED END DATE:	20 Nov 2005
POSITION:	Sales Asst
INITIAL VESSEL ASSIGNMENT:	Infinity
PORT AT, WHICH VESSEL WILL BE JOINING:	San Francisco, California
MONTHLY RATE OF PAY:	\$500 USD

Please be sure to read the Employment Agreement, attached. Do not sign below until you have read the entire Employment Agreement.

BY SIGNING THIS COVER PAGE TO THE EMPLOYMENT AGREEMENT, ATTACHED HERETO AND INCORPORATED HEREIN, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE SPEAKS AND READS ENGLISH AND HAS READ AND UNDERSTANDS THE ATTACHED EMPLOYMENT AGREEMENT, OR THAT EMPLOYEE HAS HAD THIS AGREEMENT TRANSLATED AND UNDERSTANDS ITS CONTENTS, AND INTENDS TO BE BOUND BY ITS TERMS.

Miss Iris Kassim

Kassim Iris 05/10/05
SIGNATURE DATE

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE EMPLOYMENT AGREEMENT WHICH CONSISTS OF THREE (3) PAGES, INCLUSIVE OF THIS

Miss Iris Kassim

Kassim Iris 05/10/05
SIGNATURE DATE

Lou Perez
Lou Perez
Shipboard Human Resources
International Cruise Shops



EMPLOYMENT AGREEMENT FOR GIFT SHOP STAFF - (Version 9.4)
International Cruise Shops, LTD
(A Cayman Corporation)

This agreement is entered into between International Cruise Shops, Ltd., a Cayman company (hereinafter referred to as "International Cruise Shops") and the Employee named in the Cover Page attached hereto and incorporated herein.

1. **GENERAL INFORMATION** International Cruise Shops undertakes to employ Employee, and Employee undertakes to be employed by, International Cruise Shops as an Employee in International Cruise Shops gift shop on the vessel designated on the Cover Page of this document or any other vessel from time to time designated by International Cruise Shops and subject to the terms and conditions hereinafter set forth.
2. **COMMENCEMENT OF EMPLOYMENT** Subject to the other provisions of this Agreement, the period of Employee's employment shall commence on the date when Employee signs Ship's Articles and shall continue for a period not to exceed six (6) calendar months thereafter. **Notwithstanding any other provision contained herein, this employment agreement may also be terminated immediately, without a particular reason, at the will of either International Cruise Shops or the Employee upon delivery of written notice of termination, and the parties agree that this creates an employment terminable at will.** If Employee elects to terminate, written notice shall be delivered by hand to his or her immediate supervisor. If Starboard elects to terminate, written notice shall be delivered by hand directly to Employee, unless Employee is not aboard ship, in which event, notice may be sent by mail to Employee's last known address or otherwise hand-delivered to Employee.
3. **COMPENSATION** During the time Employee is actively employed, Employee shall be paid the following compensation, subject to all the terms and conditions of this Agreement:
 - a) Salary as outlined in the Cover Page hereof, payable upon the completion of each cruise.
 - b) Commissions in accordance with International Cruise Shop's written commission program in effect from time to time, payable as specified in the written commission program. Commissions are in addition to and are not to be considered a part of salary.
 - c) International Cruise Shops makes no promise, guarantee or commitment, and Employee agrees he/she does not anticipate payment by International Cruise Shops, of any gratuity or tip compensation as wages under any circumstances.
 - d) If Employee becomes ill or injured and no longer works on the vessel, his/her entitlement to unearned wages shall extend only to the end of the voyage on which the illness or injury occurs.
4. **APPLICABLE LAW** Any and all claims, disputes and questions arising under, arising out of or relating to this Agreement, including but not limited to claims and disputes for personal injury, illness, emotional distress, mental suffering, psychological injury or death of Employee, shall be decided under and in accordance with the laws (statutory and judge made) of the United States, to the exclusion of all choice-of-law rules and jurisprudence which might otherwise be applicable.

5. **FORUM SELECTION** All claims, disputes and matters whatsoever arising under, arising out of, or relating to this Agreement, including but not limited to claims and disputes for personal injury, illness, emotional distress, mental suffering, psychological injury or death of Employee, shall be litigated, if at all, in and before any court of competent jurisdiction located in Dade County, Florida, U.S.A., to the exclusion of courts or tribunals located in any other county, district, state, country, territory or possession.
6. **CONFIDENTIALITY** Employee agrees to hold in strict confidence and not directly divulge, disclose or communicate to others, nor make any use of, either during or after Employee's employment with the International Cruise Shops, any trade secrets or business or technical information revealed, obtained or developed in the course of employment with the International Cruise Shops, including but not limited to the Starboard's methods of operation, prices, products, recipes, processes, formulas, suppliers, or any other information of any kind, nature or description concerning any matters affecting or relating to the business of the International Cruise Shops. The parties stipulate that as between them, the foregoing matters are important, material and confidential and seriously affect the effective and successful conduct of the business of Starboard.
7. **SEVERABILITY** The terms and conditions of this agreement are severable. If any clause of this agreement is determined to be void or otherwise unenforceable by any court or tribunal of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect, to the fullest extent possible.
8. **ENTIRE AGREEMENT** This Agreement, including the Cover Page, and the Ship's Articles constitute the sole and entire agreement between Employee and International Cruise Shops relating to Employee's employment, and there are no other understandings or representations relating to such employment which are not set forth in full herein. This Agreement may not be modified or amended except by a written document signed by both parties.

BY SIGNING THE COVER PAGE OF THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE SPEAKS AND READS ENGLISH AND HAS READ AND UNDERSTANDS THIS AGREEMENT, OR THAT EMPLOYEE HAS HAD THIS AGREEMENT TRANSLATED AND UNDERSTANDS ITS CONTENTS, AND INTENDS TO BE BOUND BY ITS TERMS.